

## **SOUTHEASTERN ARIZONA WORKFORCE INVESTMENT AREA CONSORTIUM AGREEMENT**

This Intergovernmental Agreement, hereinafter, referred to as, "Agreement", is entered into between Cochise County, a body politic and corporate of the State of Arizona (Cochise) and Graham County, a body politic and corporate of the State of Arizona, (Graham) and Greenlee County, a body politic and corporate of the State of Arizona (Greenlee), to establish the fiscal and administrative responsibilities for the Southeastern Arizona Workforce Investment Area, hereinafter referred to as, "Consortium". This agreement outlines the terms and conditions under which the Consortium members shall administer job training services in the aforementioned counties under Title I of the Workforce Investment Act of 1998 (WIA). This agreement also grants Cochise Private Industry Council, Inc., DBA Cochise County Workforce Development, the authority to administer each local area's WIA Title I Services and funding.

WHEREAS, the Workforce Investment Act (WIA) of 1998, hereinafter referred to as the Act of Public Law 105-220, 20 USC 9201, and federal rules and regulations (20CFR Part 652) were developed to implement the WIA, and authorize the expenditure of federal funds for job training programs in locally determined Workforce Investment Areas; and

WHEREAS, Cochise, Graham and Greenlee Counties, respectively, have been established as local workforce areas (LWIAs) for the purpose of administering WIA funds and services; and

WHEREAS, Cochise, Graham and Greenlee County Boards of Supervisors, respectively, hereby establish the Cochise, Graham and Greenlee Counties as the Southeastern Arizona Workforce Investment Area, for the purpose of Section 116 of Workforce Investment Act (Public Law 105-220), hereinafter referred to as "WIA" enacted on August 7, 1998;

THEREFORE, in consideration of the agreement of the parties hereinafter set forth, the Counties agree to the following:

### **SECTION ONE: GRANT RECIPIENT, ADMINISTRATIVE ENTITY and FISCAL AGENT**

1. Cochise, Graham and Greenlee Counties, through their Boards of Supervisors, respectively approve the designation of Cochise County as Grant Recipient for the Consortium, with liability for said funds, pursuant to Section 117 (d)(3)(B)(I)(II) and (III) of the Workforce Investment Act.

2. It is acknowledged by Graham and Greenlee Counties through their respective Boards of Supervisors, that Cochise County has selected and approved the designation of Cochise Private Industry Council, Inc., DBA, Cochise County Workforce Development (CCWD), as Administrative Entity and Fiscal Agent for the Consortium with liability for the administration, and fiscal control pursuant to Section 117 (d)(3)(B)(I)(II) and (III) of the Workforce Investment Act.

## **SECTION TWO: LOCAL WORKFORCE INVESTMENT BOARD and CONTACTS**

1. Cochise County, through CCWD shall establish and maintain a Local Workforce Investment Board (LWIB), representative of the Consortium and as required by the Workforce Investment Act, for the purpose of advising and consenting to the operations of the CCWD and otherwise providing oversight to the provision of WIA Services. The LWIB shall consist of a minimum of twenty-seven members, with minimum of eighteen representing Cochise County, a minimum of six members representing Graham County and a minimum of three members representing Greenlee County.

2. Upon receiving a selection of choices from the CCWD, The Cochise County Board of Supervisors shall appoint the LWIB Members for the Consortium as required by the Workforce Investment Act. However, the Cochise County Board of Supervisors agrees to only appoint members representative of Graham or Greenlee Counties, upon receiving letters of recommendation for the appointment(s) from the respective Graham or Greenlee Boards of Supervisors.

3. Contact persons for the member counties and CCWD, under this agreement are as follows:

Mike Ortega, Cochise County Manager  
1415 Melody Lane, Bisbee, AZ 85603

Terry Cooper, Graham County Manager  
921 Thatcher Blvd., Safford, AZ 85546

Kay Gale, Greenlee County Manager  
P.O. Box 908, Clifton, AZ 85533

Vada Phelps, CCWD Executive Director  
900 Carmelita Drive, Sierra Vista, AZ 85635

## **SECTION THREE: STRATEGIC PLANNING, BUDGETING AND FISCAL CONTROL**

1. Periodically, the CCWD will develop a Strategic Plan with regard to the administration of WIA Services within the Consortium, as may be required by either the Arizona Department of Economic Security (DES) WIA Administration and/or the Governor's Council on Workforce Policy (GCWP). Upon completion of the Strategic Plan and prior to submittal to DES, the CCWD will provide a copy of the plan for review by the respective Boards of Supervisors for both Graham and Greenlee Counties. Graham and Greenlee Counties may then submit a letter of recommendation for approval or submit recommendations for revision. Final approval of the plan shall require approval of Graham and Greenlee Counties by their respective Boards of Supervisors.

2. Cochise County, through its Administrative Entity, CCWD, shall develop programs, services and budgets for all member counties of the Consortium within the constraints of WIA, inclusive



of Adult, Youth, and Dislocated Worker Services. CCWD shall ensure the delivery of effective programs which provide the most beneficial mix of services to eligible residents and private or public employers within the Consortium.

3. Cochise County and CCWD shall establish fiscal control and fund accounting procedures as necessary to assure the proper disbursement of, and account for, federal funds allocated to all programs and said procedures shall ensure that all financial transactions carried out are conducted and records maintained in accordance with generally accepted accounting principles. CCWD shall comply with all applicable uniform accounting principles and administrative requirements for grants and agreements, included in the appropriate circulars and rules as promulgated by the Federal Office of Management and Budget, United States Department of Labor and the State of Arizona, Department of Economic Security, as applicable.

#### **SECTION FOUR: TERM, MODIFICATION AND TERMINATION**

1. The effective date of this agreement shall be July 1, 2012 or upon signature by all parties to the agreement, whichever occurs first. This agreement is annually and automatically renewed for an indefinite duration, or until such time that a member should decide to terminate its membership. Any member may withdraw by giving 180 days written notice to Cochise County, CCWD and the other members of the Consortium. In such cases, all pertinent terms of this agreement shall continue in effect for the remaining members.

2. Cochise County shall continue as the Grant Recipient for an indefinite period, or until all parties to the Agreement, with the other's concurrence, determine to modify the Agreement.

3. Cochise Private Industry Council, Inc., DBA Cochise County Workforce Development "CCWD" shall continue as the Administrative Entity and Fiscal Agent for an indefinite period or until all parties to the Agreement, with the other's concurrence, determine to modify the Agreement.

4. Modifications to this Agreement shall be by written amendment and signed by all parties to the agreement.

#### **SECTION FIVE: ANNUAL REPORT AND AUDITS**

1. CCWD shall provide an Annual Report at the end of each program year to each of the respective member counties inclusive of the following information, on a per County basis:

- The location of the local CCWD Office and identify the staff that are working there.
- Number of Adult, Youth, and Dislocated Worker Participants that were registered, served and exited during each program year.

- The number of Summer Youth Participants that were served each summer and the locations where they accomplished a work experience component.
- The number of participants that were enrolled or participating in Associate of Applied Science or other certificate programs at a local community college.
- The overall number of residents served in the local One Stop Office that were not registered as a WIA Participant.
- The amount of funding that was expended specifically within each County for the provision of WIA Services.

2. The Annual Report shall also include the following information with regard to the overall Consortium:

- Copies of any programmatic or fiscal Quality Assurance and/or Monitoring Reports and Responses that were issued by either DES WIA Administration or the U.S. Dept. of Labor.
- A copy of the annual performance measures report issued by DES WIA Administration which indicates the overall performance of the Consortium.
- A copy of the most recent Single Audit Act report of Federal Financial Assistance that may have been accomplished with regard to CCWD services.

## **SECTION SIX: GOVERNING STATE LAW**

All matters governed by the Agreement shall be subject to the conflict of interest provisions of A.R.S. 38-501 through A.R.S. 38-511, as well as, such other relevant provisions in A.R.S. that are applicable to the planning, implementation and delivery of WIA services in the Consortium and as contained in the Strategic plan.

## **CONSENT**



IN WITNESS WHEREOF, the parties hereto have affixed their signatures to this Agreement on the indicated dates, for and on behalf of their respective organizations:

**COCHISE COUNTY BOARD OF SUPERVISORS**

\_\_\_\_\_  
Richard Searle Date \_\_\_\_\_

Pursuant to ARS 11-952, the undersigned public agency attorney has determined that this Intergovernmental Agreement is in proper form and within the powers and authority granted under the laws of the State of Arizona:

\_\_\_\_\_  
Signature Date \_\_\_\_\_

**CPIC, INC, DBA COCHISE COUNTY WORKFORCE DEVELOPMENT**

*Ronald Curtis* Ronald Curtis, President Date 6/6/12

**GRAHAM COUNTY BOARD OF SUPERVISORS**

*James A. Palmer* Date 6/4/12  
James A. Palmer, Chairman

Pursuant to ARS 11-952, the undersigned public agency attorney has determined that this Intergovernmental Agreement is in proper form and within the powers and authority granted under the laws of the State of Arizona:

*Kenneth Angle* Date 6-4-12  
Kenneth Angle, County Attorney

**GREENLEE COUNTY BOARD OF SUPERVISORS**

*Richard G. Lunt* Date 6/18/12  
Richard Lunt

Pursuant to ARS 11-952, the undersigned public agency attorney has determined that this Intergovernmental Agreement is in proper form and within the powers and authority granted under the laws of the State of Arizona:

*[Signature]* Date 6/20/12  
Signature